

OF ENTRY
E-77(d) ENTERED
CLERK, U.S. DISTRICT COURT
DEC 23 2003
CENTRAL DISTRICT OF CALIFORNIA
BY *[Signature]* DEPUTY

Priority
Send
Enter
Closed
JS-5/JS-6
JS-2/JS-3
Scan Only

ENTERED ON ICMS
DEC 23 2003
CV

^{1/} The type of information as to which good cause for entry of a protective order typically can be shown includes trade secrets and other highly confidential commercial

1 2. By designating a document, thing, material, testimony or other information
2 derived therefrom as "Confidential" under the terms of this Order, the party making the
3 designation is certifying to the Court that there is a good faith basis in law and in fact for the
4 designation within the meaning of Federal Rule of Civil Procedure 26(g). SCANNED

5 3. Confidential documents shall be so designated by stamping copies of the
6 document produced to a party with the legend "CONFIDENTIAL." Stamping the legend
7 "CONFIDENTIAL" on the cover of any multipage documents shall designate all pages of
8 the document as confidential, unless otherwise indicated by the producing party.

9 4. Testimony taken at a deposition may be designated as confidential by making
10 a statement to that effect on the record at the deposition. Arrangements shall be made with
11 the court reporter taking and transcribing such deposition to separately bind such portions of
12 the transcript containing information designated as confidential, and to label such portions
13 appropriately.

14 5. Material designated as confidential under this Order, the information
15 contained therein, and any summaries, copies, abstracts, or other documents derived in
16 whole or in part from material designated as confidential (hereinafter "Confidential
17 Material") shall be used only for the purpose of the prosecution, defense, or settlement of
18 this action, and for no other purpose.

19 6. Confidential Material produced pursuant to this Order may be disclosed or
20 made available only to the Court, to counsel for a party (including the paralegal, clerical, and
21 secretarial staff employed by such counsel), and to the "qualified persons" designated below:

- 22 (a) a party, or an officer, director, or employee of a party deemed necessary
23 by counsel to aid in the prosecution, defense, or settlement of this
24 action;

25
26
27
28

information, material required to be kept confidential by state or federal law, or highly
sensitive personal information such as medical records.

- 1 (b) experts or consultants (together with their clerical staff) retained by
2 such counsel to assist in the prosecution, defense, or settlement of this
3 action;
4 (c) court reporter(s) employed in this action;
5 (d) a witness at any deposition or other proceeding in this action; and
6 (e) any other person as to whom the parties in writing agree.
7

8 Prior to receiving any Confidential Material, each "qualified person" shall be provided with
9 a copy of this Order and shall execute a nondisclosure agreement in the form of Attachment
10 A, a copy of which shall be provided forthwith to counsel for each other party and for the
11 parties.

12 7. Only qualified persons may attend depositions at which Confidential Material
13 is used or discussed.

14 8. The parties may further designate certain discovery material or testimony of a
15 highly confidential and/or proprietary nature as "CONFIDENTIAL - ATTORNEY'S EYES
16 ONLY" (hereinafter "Attorney's Eyes Only Material"), in the manner described in
17 paragraphs 2 and 3 above. Attorney's Eyes Only Material, and the information contained
18 therein, shall be disclosed only to the Court, to counsel for the parties (including the
19 paralegal, clerical and secretarial staff employed by such counsel), and to the "qualified
20 persons" listed in subparagraphs 5(b) through (e) above, but shall not be disclosed to a party,
21 or to an officer, director or employee of a party, unless otherwise agreed or ordered. If
22 disclosure of Attorney's Eyes Only Material is made pursuant to this paragraph, all other
23 provisions in this order with respect to confidentiality shall also apply.

24 9. Nothing herein shall impose any restrictions on the use or disclosure by a party
25 of material obtained by such party independent of discovery in this action, whether or not
26 such material is also obtained through discovery in this action, or from disclosing its own
27 Confidential Material as it deems appropriate.
28

1 10. If Confidential Material, including any portion of a deposition transcript
2 designated as Confidential or Attorney's Eyes Only, is included in any papers to be filed with
3 the Court, such papers shall be accompanied by an application to (a) file the confidential
4 portions thereof under seal (if such portions are segregable), or (b) file the papers in their
5 entirety under seal (if the confidential portions are not segregable). The application shall be
6 directed to the judge to whom the papers are directed. Pending the ruling on the application,
7 the papers or portions thereof subject to the sealing application shall be lodged under seal.

8 11. This Order shall be without prejudice to the right of the parties (i) to bring
9 before the Court at any time the question of whether any particular document or information
10 is confidential or whether its use should be restricted or (ii) to present a motion to the Court
11 under Fed. R. Civ. P. 26(c) for a separate protective order as to any particular document or
12 information, including restrictions differing from those as specified herein. This Order shall
13 not be deemed to prejudice the parties in any way in any future application for modification
14 of this Order.

15 12. This Order is entered solely for the purpose of facilitating the exchange of
16 documents and information between the parties to this action without involving the Court
17 unnecessarily in the process. Nothing in this Order nor the production of any information or
18 document under the terms of this Order nor any proceedings pursuant to this Order shall be
19 deemed to have the effect of an admission or waiver by either party or of altering the
20 confidentiality or nonconfidentiality of any such document or information or altering any
21 existing obligation of any party or the absence thereof.

22 13. This Order shall survive the final termination of this action, to the extent that
23 the information contained in Confidential Material is not or does not become known to the
24 public, and the Court shall retain jurisdiction to resolve any dispute concerning the use of
25 information disclosed hereunder. Upon termination of this case, counsel for the parties shall

26


27

28

1 assemble and return to each other all documents, material and deposition transcripts
2 designated as confidential and all copies of same, or shall certify the destruction thereof.

3 IT IS SO ORDERED.

4 Dated: December 18, 2003


Percy Anderson
UNITED STATES DISTRICT JUDGE

SCANNED

Attachment A

Nondisclosure Agreement

SCANNED

I, _____, do solemnly swear that I am fully familiar with the terms of the Protective Order Concerning Confidentiality entered in End70 Corporation v. Meridian One Technologies, United State District Court for the Central District of California, Civil Action No. 03-3042 PA (SHSx), and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of the Court. I hereby consent to the jurisdiction of the Court for purposes of enforcing this nondisclosure agreement.

Dated: _____

[name of signator typed]